

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FREDERICK ANNAN,

Plaintiff

- against -

**ANSWER TO
DEFENDANT'S
COUNTERCLAIMS**

JOSHUA CLOTTEY

07 CIV 8591

Defendants

Plaintiff, FREDERICK ANNAN, by his attorneys, GIBSON & BEHMAN, P.C., provides answers to Defendant's counterclaims as follows:

1. Plaintiff admits that an agreement was entered into in December 2004, but, denies the allegations contained in paragraphs "46" of Defendant's counterclaim, to the extent that they are inconsistent with the agreement and the parties respective obligations therein, under the agreement, which speaks for itself.

2. Plaintiff admits that an agreement was entered into in December 2004, but, denies the allegations contained in paragraphs "47" of Defendant's counterclaim, to the extent that they are inconsistent with the agreement and the parties respective obligations therein, under the agreement, which speaks for itself.

3. Plaintiff admits that an agreement was entered into in December 2004, but, denies the allegations contained in paragraphs "48" of Defendant's counterclaim, to the extent that they are inconsistent with the agreement and the parties respective obligations therein, under the agreement, which speaks for itself.

4. Plaintiff denies the allegations contained in paragraph "49" of Defendant's counterclaim.

5. Plaintiff admits that an agreement was entered into in December 2004, but, denies the allegations contained in paragraphs "50" of Defendant's counterclaim, to

the extent that they are inconsistent with the agreement and the parties respective obligations therein, under the agreement, which speaks for itself.

6. Plaintiff admits that an agreement was entered into in December 2004, but, denies the allegations contained in paragraphs "51" of Defendant's counterclaim, to the extent that they are inconsistent with the agreement and the parties respective obligations therein, under the agreement, which speaks for itself.

7. Plaintiff admits that an agreement was entered into in December 2004, but, denies the allegations contained in paragraphs "52" of Defendant's counterclaim, to the extent that they are inconsistent with the agreement and the parties respective obligations therein, under the agreement, which speaks for itself.

8. Plaintiff admits that an agreement was entered into in December 2004, but, denies the allegations contained in paragraphs "53" of Defendant's counterclaim, to the extent that they are inconsistent with the agreement and the parties respective obligations therein, under the agreement, which speaks for itself.

9. Plaintiff admits that an agreement was entered into in December 2004, but, denies the allegations contained in paragraphs "54" of Defendant's counterclaim, to the extent that they are inconsistent with the agreement and the parties respective obligations therein, under the agreement, which speaks for itself.

10. Plaintiff admits that an agreement was entered into in December 2004, but, denies the allegations contained in paragraphs "55" of Defendant's counterclaim, to the extent that they are inconsistent with the agreement and the parties respective obligations therein, under the agreement, which speaks for itself.

11. Plaintiff admits that an agreement was entered into in December 2004, but, denies the allegations contained in paragraphs "56" of Defendant's counterclaim, to the extent that they are inconsistent with the agreement and the parties respective obligations therein, under the agreement, which speaks for itself.

12. Plaintiff admits that an agreement was entered into in December 2004, but, denies the allegations contained in paragraphs "57" of Defendant's counterclaim, to the extent that they are inconsistent with the agreement and the parties respective obligations therein, under the agreement, which speaks for itself.

13. Plaintiff admits that an agreement was entered into in December 2004, but, denies the allegations contained in paragraphs "58" of Defendant's counterclaim, to the extent that they are inconsistent with the agreement and the parties respective obligations therein, under the agreement, which speaks for itself.

14. Plaintiff denies the allegations contained in paragraph "59" of Defendant's counterclaim.

15. Plaintiff denies the allegations contained in paragraph "60" of Defendant's counterclaim.

16. Plaintiff denies the allegations contained in paragraph "61" of Defendant's counterclaim.

17. Plaintiff denies the allegations contained in paragraph "62" of Defendant's counterclaim.

18. Plaintiff denies the allegations contained in paragraph "63" of Defendant's counterclaim.

19. Plaintiff denies the allegations contained in paragraph "64" of Defendant's counterclaim.

Dated: March 27, 2008

New York, New York

Respectfully submitted,

GIBSON & BEHMAN, P.C.


Bella I. Pevzner, Esq. (BP 1728)
Attorneys for Plaintiff

FREDERICK ANNAN
80 Broad Street, 13th Floor
New York, New York 10004
(212) 609-2634

TO: DAVID BERLIN
Attorney for Defendant
888 Seventh Avenue, Ste 4500
New York, New York 10106
(212) 247-4650

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK)
COUNTY OF NEW YORK) : ss.:

RIMMA M. SHULMAN being duly sworn, deposes and says; that she is of 18 years and upwards; that she is a Paralegal in **GIBSON & BEHMAN, P.C., attorneys for plaintiff, FREDERICK ANNAN**, in the above entitled action; that the office address of said attorneys is 80 Broad Street, 13th Floor, New York, NY that on **March 27, 2008** deponent served upon:

David Berlin
888 Seventh Avenue, Suite 4500
New York, New York 10106

herein a copy of a **ANSWER TO DEFENDANT'S COUNTERCLAIMS** which is annexed as a true copy, by depositing same properly enclosed in a postpaid wrapper in the U.S. Post Office Box at 80 Broad Street, 13th Floor, New York, NY 10004 on said date, directed to said attorneys(s) at the above address(es) designated by said attorneys in the last paper served herein.

Runge R

Rimma M. Shulman

Sworn to before me this date,
March 27, 2008

NOTARY PUBLIC
Bella Promyslovskaya
Notary Public, State of New York
No. 02PR6124546
Qualified in Kings County
Commission Expires March 28, 2009

Index No. **07 CIV 8591**

Year 20

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ANSWER TO DEFENDANT'S COUNTERCLAIMSGIBSON & BEHMAN, P.C.
COUNSELLORS AT LAW

Attorney(s) for

FREDERICK ANNANG

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Pursuant to 22 NYCRR 130-1.1-a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated:

Signature

Print Signer's Name.....

Service of a copy of the within

is hereby admitted.

Dated:

Attorney(s) for

PLEASE TAKE NOTICE

Check Applicable Box

NOTICE OF
ENTRYthat the within is a (certified) true copy of a
entered in the office of the clerk of the within-named Court on

20

NOTICE OF
SETTLEMENTthat an Order of which the within is a true copy will be presented for settlement to the
Hon. _____, one of the judges of the within-named Court,
at _____
on _____, at _____ M.

Dated:

GIBSON & BEHMAN, P.C.
COUNSELLORS AT LAW